

Exhibit A

Revised Proposed Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

BIG LOTS, INC., *et al.*,

Debtors.¹

Chapter 11

Case No. 24-11967 (JKS)

(Jointly Administered)

Re: Docket No. 13

**ORDER (I) AUTHORIZING DEBTORS TO REJECT CERTAIN
UNEXPIRED LEASES OF NONRESIDENTIAL REAL PROPERTY AND
(II) AUTHORIZING AND ESTABLISHING PROCEDURES TO REJECT
EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

Upon the motion (the “**Motion**”)² of Big Lots, Inc. and certain of its affiliates (collectively, the “**Debtors**”), each of which is a debtor and debtor in possession in the Chapter 11 Cases, for entry of an order, pursuant to sections 105, 363, 365 and 554 of the Bankruptcy Code and Bankruptcy Rules 6004, 6006, and 6007, (a) authorizing the rejection of the Initial Leases, (b) authorizing and establishing the Rejection Procedures herein for (i) rejecting Contracts and Leases and (ii) abandoning personal property in connection with any rejected Contract or Lease, and (c) authorizing and approving the Rejection Notice to affected Counterparties, substantially in the form attached hereto, as more fully described in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. § 1334 and the

¹ The debtors and debtors in possession in these chapter 11 cases, along with the last four digits of their respective employer identification numbers, are as follows: Great Basin, LLC (6158); Big Lots, Inc. (9097); Big Lots Management, LLC (7948); Consolidated Property Holdings, LLC (0984); Broyhill LLC (7868); Big Lots Stores - PNS, LLC (5262); Big Lots Stores, LLC (6811); BLBO Tenant, LLC (0552); Big Lots Stores - CSR, LLC (6182); CSC Distribution LLC (8785); Closeout Distribution, LLC (0309); Durant DC, LLC (2033); AVDC, LLC (3400); GAFDC LLC (8673); PAFDC LLC (2377); WAFDC, LLC (6163); INFDC, LLC (2820); Big Lots eCommerce LLC (9612); and Big Lots F&S, LLC (3277). The address of the debtors’ corporate headquarters is 4900 E. Dublin-Granville Road, Columbus, OH 43081.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

Amended Standing Order of Reference from the United States District Court for the District of Delaware, dated February 29, 2012; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157; and the Court having found that it may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of the Chapter 11 Cases and related proceedings being proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found that the form and manner of the Rejection Notice to be delivered pursuant to the Rejection Procedures are reasonably calculated to provide each Counterparty with proper notice of (a) the prospective rejection of its Contract or Lease, (b) the effective date thereof, and (c) the objection deadline in connection therewith; and the Court having reviewed and considered the Motion and the Ramsden Declaration; and the Court having held a hearing, if necessary, to consider the relief requested in the Motion (the “**Hearing**”); and the Court having determined that the legal and factual bases set forth in the Motion and the Ramsden Declaration and at the Hearing (if any) establish just cause for the relief granted herein; and the Debtors having submitted that the relief requested in the Motion is in the best interests of the Debtors, their creditors, their estates, and all other parties in interest; and all objections and reservations of rights filed or asserted in respect of the Motion, if any, having been withdrawn, resolved, or overruled; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is granted to the extent set forth in this order (this “**Order**”).
2. Pursuant to sections 365 and 105 of the Bankruptcy Code, the Initial Leases are rejected, effective as of the applicable Initial Lease Rejection Dates as set forth on **Exhibit 1** annexed hereto.

3. The Debtors are authorized, but not directed, to abandon any personal property, furniture, fixtures and equipment belonging to the Debtors and remaining in the Premises of the Initial Leases as of the applicable Initial Lease Rejection Dates, which personal property shall be deemed abandoned as of the applicable Initial Lease Rejection Date. As of the applicable Initial Lease Rejection Date, Landlords may, in their sole discretion and without further notice or order of this Court, utilize and/or dispose of such abandoned personal property without further notice or liability to the Debtors or any consenting third parties and, to the extent applicable, the automatic stay is modified to allow such disposition.

4. The following procedures (the “**Rejection Procedures**”) are hereby approved in connection with rejecting Contracts and Leases:

- (a) **Rejection Notice.** To reject a Contract or Lease in accordance herewith, the Debtors shall file a notice, substantially in the form attached hereto as **Exhibit 2** (the “**Rejection Notice**”), that includes a form of order (the “**Rejection Order**”) authorizing the rejection of such Contract(s) effective as of the Rejection Date (or such other date to which the Debtors and the applicable Rejection Counterparty agree or as ordered by the Court); and sets forth, among other things, the following: (i) the Contracts or Leases to be rejected; (ii) the names and addresses of the applicable Counterparties; (iii) for a real property Lease, the store number and physical address of the leased premises; (iv) the name of the applicable Debtor; (v) the proposed effective date of the rejection for such Contracts or Leases (the “**Rejection Date**”), which may be the filing date of the Rejection Notice or, for a real property Lease, shall be the later of (A) the proposed effective date of the rejection for such Lease as set forth in the Rejection Notice; (B) the date upon which the applicable Debtor surrenders in writing (including via email) the premises to the landlord and returns the keys, key codes, or security codes, as applicable (or certifies in writing that the landlord is authorized to change the locks); and (C) such other date to which the Debtors and the applicable Counterparty have agreed to or as the Court may order; (vi) for a real property Lease, any known third party having an interest in personal property, furniture, fixtures and equipment (“**FF&E**”) located in or on the leased premises that the Debtors seek to abandon together with a general description of such Abandoned Property (as defined below); and (vii) the deadlines and procedures for filing objections to the Rejection Notice. Each Rejection Notice may list multiple Contracts or Leases up to and including 100 Contracts or Leases. For the avoidance of

doubt, nothing herein shall prejudice the Debtors' right to file multiple separate Rejection Notices in their sole discretion.

- (b) **Service of Rejection Notice.** The Debtors shall cause the Rejection Notice to be served via first-class mail, overnight mail, delivery service, fax, or email upon (i) the Counterparties (and their counsel of record, if known) listed thereon at the notice address provided in the applicable Contract or Lease, (iii) any known third party that may have an interest in property that the Debtors seek to abandon, (iv) the U.S. Trustee, (v) any official committee appointed in the Chapter 11 Cases, and any party that has requested notice pursuant to Bankruptcy Rule 2002.
- (c) **Objection Procedures.** Unless otherwise ordered by the Court, the deadline to file an objection (a "**Rejection Objection**") to the proposed rejection of a Contract or Lease or any proposed abandonment of personal property in connection therewith shall be 4:00 p.m. (prevailing Eastern Time) on the date that is fourteen (14) days from the date that the Rejection Notice is filed and served (the "**Rejection Objection Deadline**"). The Rejection Objection Deadline may be extended with respect to a particular Contract or Lease by the Debtors upon written notice to the applicable Counterparty (email being sufficient). A Rejection Objection will be considered timely only if, on or prior to the Rejection Objection Deadline, it is filed with the Court and served upon (i) proposed counsel to the Debtors, (A) Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, NY 10017, Attn: Brian M. Resnick, Esq., Adam L. Shpeen, Esq., and Stephen D. Piraino, Esq. (notice.biglots@davispolk.com) and (B) Morris, Nichols, Arsht & Tunnell LLP, 1201 N. Market Street, 16th Floor, Wilmington, DE 19801, Attn: Robert J. Dehney, Sr., Esq., Andrew R. Remming, Esq., Daniel B. Butz, Esq., Tamara K. Mann, Esq., and Casey B. Sawyer, Esq., (biglots.mnat@morrisnichols.com) (ii) the U.S. Trustee, 844 N. King Street, Wilmington, DE 19801 Attn: Linda Casey (linda.casey@usdoj.gov), (iii) (A) Cole Schotz P.C., 500 Delaware Avenue, Suite 1410, Wilmington, DE 19801, Attn: Justin R. Alberto, Esq. (jalberto@coleschotz.com), Stacy L. Newman, Esq. (snewman@coleschotz.com) and Sarah Carnes Esq. (scarnes@colescholtz.com) and (B) McDermott Will & Emery, One Vanderbilt Avenue, New York, NY, 10017, Attn: Darren Azman (dazman@mwe.com) and Kristin K. Going (kgoing@mwe.com), proposed co-counsel to the official committee appointed in these Chapter 11 Cases; and (iv) if the objecting party is not the Counterparty to the Contract or Lease, then upon the affected Counterparty to such Contract or Lease (the "**Objection Service Parties**"). In addition to the foregoing, a Rejection Objection must (i) be in writing and in English, (ii) comply with the Bankruptcy Code, Bankruptcy Rules, and Local Rules, and (iii) state, with specificity, the legal and factual bases thereof. For the avoidance of doubt, an objection to the rejection of any particular Contract or Lease listed on a

Rejection Notice shall not constitute an objection to the rejection of any other Contract or Lease listed thereon. For the further avoidance of doubt, if a Rejection Objection only pertains to the abandonment of personal property but not the underlying rejection of the related Contract or Lease, or vice versa, only the component actually objected to shall be considered opposed.

- (d) **No Unresolved Objection.** If no timely Rejection Objection is filed to a Rejection Notice, or there is no outstanding and unresolved Rejection Objection pending, by the Rejection Objection Deadline, including to the proposed abandonment of any Abandoned Property located at the Lease premises, the Debtors shall submit a proposed Rejection Order and file such proposed order with the Court under either a certificate of no objection or a certification of counsel, and each Contract and Lease on the applicable Rejection Notice shall be deemed rejected as of the applicable Rejection Date or such other date as may be agreed to by the Debtors and the applicable Counterparty or as ordered by the Court.
- (e) **Unresolved Timely Objection.** If a timely and properly filed Rejection Objection remains outstanding and unresolved as of the Rejection Objection Deadline, including to the proposed abandonment of any Abandoned Property located at a leased premises, the Debtors may request that the Court schedule a hearing on such Rejection Objection. If such Rejection Objection is overruled or withdrawn, such Contract or Lease shall be treated as set forth in the immediately preceding subparagraph (d), unless otherwise agreed to by the Debtors and the applicable Counterparty, or as ordered by the Court.
- (f) **Modifications of Rejection Notice.** The Debtors reserve the right to remove any Contract or Lease from the schedule to any Rejection Notice at any time prior to the applicable Rejection Date by filing a modified Rejection Notice with the Court.
- (g) **Rejection Damages.** Any claims arising out of the rejection of a Contract or Lease or the abandonment of any personal property in connection therewith must be filed by the later of (i) the deadline for filing proofs of claim established in the Chapter 11 Cases, and (ii) 35 days after the date of entry of an order authorizing rejection of a Contract or Lease; Any person or entity that fails to timely file such proof of claim (i) shall be forever barred, estopped, and enjoined from asserting such claim against the Debtors or thereafter filing a proof of claim with respect thereto in the Chapter 11 Cases, (ii) may not, with respect to such claim, be treated as a creditor of the Debtors for the purpose of voting on any plan in the Chapter 11 Cases, and (iii) may not receive or be entitled to receive any payment or distribution of property from the Debtors or their successors or assigns with respect to such claim in the Chapter 11 Cases.

5. The following procedures (“**Abandonment Procedures**”) are approved with respect to abandoning the Debtors’ personal property and FF&E that may be located on the leased premises that are subject to a rejected Contract or Lease (any such property, the “**Abandoned Property**”):

- (a) At any time on or before the applicable Rejection Date, the Debtors may remove or abandon any of the personal property or FF&E that may be located on the leased premises that are subject to a rejected Contract or Lease.
- (b) The Debtors shall generally describe the Abandoned Property in the Rejection Notice and serve such notice on any and all third parties that may have an interest in the Abandoned Property.
- (c) Absent a timely and properly filed Rejection Objection, any and all of the Debtors’ personal property and FF&E located on the leased premises as of the Rejection Date of the applicable Lease of nonresidential real property shall be deemed abandoned pursuant to section 554 of the Bankruptcy Code, as is, effective as of the Rejection Date.
- (d) As of the Rejection Date, Landlords may, in their sole discretion and without further notice or order of this Court, utilize and/or dispose of such property without further notice or liability to the Debtors or any consenting third parties and, to the extent applicable, the automatic stay is modified to allow such disposition.
- (e) The Debtors shall not abandon (i) any of their business, financial or other records; (ii) any personal property that is leased to the Debtors or which is otherwise not owned by the Debtors, and shall use their reasonable best efforts to return such property to the owner of the property; *provided, however*, that the Debtors may abandon personal property owned by a landlord to the landlord at the applicable premises; and personal property against which the Debtors know a third party has asserted a lien.
- (f) To the extent that the Debtors propose to abandon any personal property that, to their knowledge, contains “personally identifying information,” as that term is defined in section 101(41A) of the Bankruptcy Code, or other personal and/or confidential information about the Debtors’ employees and/or customers, or any other individual, the Debtors shall remove such confidential information from such personal property before such abandonment.
- (g) The Debtors are not authorized to abandon, and are directed to remove, any hazardous materials defined under applicable law from any leased premises as and to the extent they are required to do so by applicable law.

6. Subject to the right of Counterparties or any affected third parties to file a Rejection Objection, the Debtors' rejection of the Contracts and Leases in accordance with the Rejection Procedures is hereby approved and effective pursuant to section 365 of the Bankruptcy Code.

7. Approval of the Rejection Procedures and this Order shall not prevent the Debtors from seeking to reject a Contract or Lease by a separate court filing (*e.g.*, a motion, stipulation, or chapter 11 plan), nor, for the avoidance of doubt, shall the Debtors be precluded from assuming and assigning a Contract or Lease by a separate court filing.

8. Absent order of the Court or written agreement from the Debtors (email being sufficient), all Counterparties are prohibited from setting off, recouping, or otherwise utilizing any monies deposited by the Debtors with such Counterparty as a security deposit.

9. All rights and defenses of the Debtors are preserved, including all rights and defenses of the Debtors with respect to a claim for damages arising as a result of a rejection of a Contract or Lease. In addition, nothing in this Order or the Motion shall limit the Debtors' ability to subsequently assert that any particular Contract or Lease is terminated and is no longer an executory contract or unexpired lease, respectively.

10. Any period of time prescribed or allowed by the Rejection Procedures shall be computed in accordance with Bankruptcy Rule 9006.

11. Notwithstanding the relief granted herein and any actions taken hereunder (including under the Rejection Procedures), nothing contained herein shall (a) create, nor is it intended to create any rights in favor of, or enhance the status of any claim held by, any person or entity or (b) be deemed to convert the priority of any claim from a prepetition claim into an administrative expense claim.

12. Nothing in this Order nor the Debtors' payment of claims pursuant to this Order shall be construed as or deemed to constitute (a) an agreement or admission by the Debtors as to the amount, priority, character, or validity of any claim against the Debtors on any grounds, (b) a grant of third-party beneficiary status or bestowal of any additional rights on any third party, (c) a waiver or impairment of any rights, claims, or defenses of the Debtors' rights to dispute the amount, priority, character, or validity of any claim on any grounds, whether under bankruptcy or non-bankruptcy law, (d) a promise by the Debtors to pay any claim, (e) an implication or admission by the Debtors that such claim is payable pursuant to this Order, (f) a waiver or impairment of the Debtors' or any other party in interest's rights to dispute any claim on any grounds, or (g) an admission as to the amount, priority, enforceability, perfection, or validity of any lien on, security interest in, or other encumbrance on property of the Debtors' estates.

13. Upon rejection of any lease that is the record situs of property encumbered by a statutory tax lien, the Debtors shall pay any undisputed and invoiced 2024 tangible personal property taxes to Broward County, Florida, and the Orange County, Florida, tax collector, as soon as reasonably practicable but no later than 30 days after the rejection of any such lease and receipt of such invoice.

14. This Order shall be binding on the Debtors, including any chapter 7 or chapter 11 trustee or other fiduciary appointed for the estates of the Debtors.

15. Any Bankruptcy Rule or Local Rule that might otherwise delay the effectiveness of this Order is hereby waived, and the terms and conditions of this Order shall be effective and enforceable immediately upon its entry.

16. The Debtors are authorized to take any action necessary or appropriate to implement and effectuate the terms of, and the relief granted in, this Order without seeking further order of the Court.

17. The Court shall retain jurisdiction over any matter arising from or related to the implementation, interpretation, and enforcement of this Order.

Exhibit 1

Initial Leases

#	Store #	Store Address	Debtor Entity	Landlord Entity	Landlord Address	Effective Rejection Date
1	4747	1482 E 2ND ST BEAUMONT, CA	Big Lots Stores- PNS, LLC	1482 EAST 2ND STREET, LLC	C/O 1ST COMMERCIAL REALTY GROUP, INC., 2009 PORTERFIELD WAY, STE P, UPLAND, CA, 91786	9/30/2024
2	4708	6727 EVERGREEN WAY EVERETT, WA	AVDC, LLC	1520 NW LEARY WAY LLC	6404 BLUE HERON CV., MEMPHIS, TN, 38102	9/30/2024
3	4685	2151 MAIN ST LONGMONT, CO	Big Lots Stores- PNS, LLC	21ST & MAIN PARTNERS, LLC	C/O NEWMARK MERRILL COMPANIES , 24025 PARK SORRENTO, SUITE 300, CALABASAS , CA , 91302	9/30/2024
4	4685	2151 MAIN ST LONGMONT, CO	Big Lots Stores- PNS, LLC	21ST & MAIN PARTNERS, LLC	ATTN: CARL CHANG, 30242 ESPERANZA, RANCHO SANTA MARGARITA, CA, 92688	9/30/2024
5	1789	260 VOICE RD CARLE PLACE, NY	Big Lots Stores, LLC	260 VOICE ROAD LLC	228 PARK AVE S # 81420, NEW YORK, NY, 10003	9/30/2024
6	1789	260 VOICE RD CARLE PLACE, NY	Big Lots Stores, LLC	260 VOICE ROAD LLC	C/O PROPERTY MANAGEMENT OF NY, 47- 05 METROPOLITAN AVE, RIDGEWOOD, NY, 11385	9/30/2024
7	1364	9500 GREENBACK LN STE 22 FOLSOM, CA	Big Lots Stores, LLC	5R PARTNERS, LLC	C/O ENGSTROM PROPERTIES, INC, 837 JEFFERSON BLVD, WEST SACRAMENTO, CA, 95691	9/30/2024
8	4738	1416 E ROUTE 66 FLAGSTAFF, AZ	Big Lots Stores- PNS, LLC	621 W PRENTICE LLC & HAWTHORNE APARTMENTS LLC	Attn: David Peel, 42 Tamarade Dr, Littleton, CO, 80127	9/30/2024
9	1866	8401 MICHIGAN RD INDIANAPOLIS, IN	Big Lots Stores, LLC	8401 MICHIGAN RD, LLC	C/O CHANO REAL ESTATE PARTNERS, LLC, PO BOX 80016, INDIANAPOLIS, IN, 46280	9/30/2024
10	1934	52 W COURT ST WOODLAND, CA	Big Lots Stores, LLC	ABA INVESTMENTS, LLC	C/O GALLELLI REAL ESTATE, 3005 DOUGLAS BLVD., #200, ROSEVILLE, CA, 95661	9/30/2024
11	5415	7743 SUDLEY RD MANASSAS, VA	Big Lots Stores, LLC	AGREE CENTRAL, LLC	ATTN: DANIELLE SPEHAR, 32301 WOODWARD AVE, ROYAL OAK, MI, 48073	9/16/2024
12	5170	4254 28TH ST. SE KENTWOOD, MI	Big Lots Stores, LLC	AGREE LIMITED PARTNERSHIP	ATTN: DANIELLE SPEHAR, 32301 WOODWARD AVE , RO, MI, 48073	9/30/2024

#	Store #	Store Address	Debtor Entity	Landlord Entity	Landlord Address	Effective Rejection Date
13	4581	3900 SISK ROAD MODESTO, CA	Big Lots Stores- PNS, LLC	AIM PROPERTY MANAGEMENT	ATTN: MARK PURDOM, 1212 K STREET, MODESTO, CA, 95354	9/30/2024
14	4554	42225 JACKSON ST STE B INDIO, CA	Big Lots Stores- PNS, LLC	ALJACKS LLC	C/O LUKO MANAGEMENT, 5862 BOLSA AVE STE 108, HUNTINGTON BEACH, CA, 92649	9/30/2024
15	1962	6336 E SANTA ANA CANYON RD ANAHEIM, CA	Big Lots Stores, LLC	ANAHEIM HILLS SHOPPING VILLAGE, LLC	c/o REEF REAL ESTATE, 1620 5th AVENUE, STE 770, SAN DIEGO, CA, 92101	9/30/2024
16	4316	810 TRI CITY CTR REDLANDS, CA	Big Lots Stores- PNS, LLC	ANDERSON WEST LLC	8621 WILSHIRE BLVD., 2ND FLOOR, BEVERLY HILLS, CA, 90211	9/30/2024
17	4586	6626 SOUTH PARKER ROAD AURORA, CO	Big Lots Stores- PNS, LLC	ARAPAHOE CROSSINGS, LP	C/O BRIXMOR PROPERTY GROUP, 200 Ridge Pike, Suite 100, CONSHOHOCKEN, PA, 19428	9/30/2024
18	4634	17510 N 75TH AVE GLENDALE, AZ	Big Lots Stores- PNS, LLC	ARCTRUST	1401 BROAD STREET, CLIFTON, NEW JERSEY, 7013	9/30/2024
19	5481	328 E SUGARLAND HWY CLEWISTON, FL	Big Lots Stores, LLC	B&B CASH GROCERY STORES INC	927 US HIGHWAY 301 SOUTH, TAMPA, FL, 33619-4338	9/30/2024
20	5305	5415 WASHINGTON AVE MOUNT PLEASANT, WI	Big Lots Stores, LLC	B&K ENTERPRISES, INC	924 E. JUNEAU AVENUE, SUITE 622, MILWAUKEE, WI, 53202	9/30/2024
21	1019	7533 STATE AVE KANSAS CITY, KS	Big Lots Stores, LLC	BACELINE WEST STATE PLAZA LLC	511 N BROADWAY, DENVER, CO, 80203- 3405	9/30/2024
22	5454	210 S PROMENADE BLVD ROGERS, AR	Big Lots Stores, LLC	BCS HOPPER LLC	PO BOX 1628, ROGERS, AR, 72757-1628	9/9/2024
23	4261	1832 HILLSDALE AVE SAN JOSE, CA	Big Lots Stores- PNS, LLC	BIAGINI PROPERTIES, INC	ATTN: IRENE T. BORJA, 333 W. EL CAMINO REAL, STE 240, SUNNYVALE, CA, 94084	9/9/2024
24	1373	700 BLANDING BLVD STE 1 ORANGE PARK, FL	Big Lots Stores, LLC	BLANDING VILLAGE I LLC	921 SW 15 AVENUE UNIT 1, FORT LAUDERDALE, FL, 33312-7230	9/30/2024
25	4357	2401 N AVE STE 19B GRAND JUNCTION, CO	Big Lots Stores- PNS, LLC	BOP TELLER, LLC	C/O TWIST REALTY LP, ATTN: ALLISON TWIST, 6136 FRISCO SQUARE BLVD STE 400-441, FRISCO, TX, 75034-3246	9/30/2024

#	Store #	Store Address	Debtor Entity	Landlord Entity	Landlord Address	Effective Rejection Date
26	562	4847 COCONUT CREEK PKWY COCONUT CREEK, FL	Big Lots Stores, LLC	BRIXMOR COCONUT CREEK OWNER, LLC	C/O BRIXMOR, ATTN: GENERAL COUNSEL, 200 Ridge Pike, Suite 100, CONSHOHOCKEN, PA, 19428	9/30/2024
27	4734	2850 WASHTENAW AVE YPSILANTI, MI	Big Lots Stores-PNS, LLC	BRIXMOR GA WASHTENAW FOUNTAIN, LLC	C/O BRIXMOR PROPERTY GROUP, 200 RIDGE PIKE SUITE 100, CONSHOHOCKEN, PA, 19428	9/30/2024
28	4769	24760 N LAKE PLEASANT PKWY PEORIA, AZ	Big Lots Stores-PNS, LLC	BVA LP SPE LLC	C/O BIG V PROPERTIES LLC, 176 NORTH MAIN ST. STE 210, FLORIDA, NY, 10921	9/30/2024
29	4432	568 W MAIN ST STE B SANTA PAULA, CA	Big Lots Stores-PNS, LLC	CALIFORNIA PROPERTY OWNER I, LLC	c/o BRIXMOR PROPERTY GROUP, 200 RIDGE PIKE, SUITE 100, CONSHOHOCKEN, PA, 19428	9/30/2024
30	1917	19331 SOLEDAD CANYON RD CANYON COUNTRY, CA	Big Lots Stores, LLC	CANYON CENTER II, INC.	C/O FCM MANAGEMENT CO., LLC, 16461 SHERMAN WAY., SUITE 140, VAN NUYS, CA, 91406	9/30/2024
31	5436	2620 CANYON SPRINGS PARKWAY RIVERSIDE, CA	Big Lots Stores, LLC	CANYON SPRINGS MARKETPLACE NORTH CORP	2025 PIUONEER COURT, SAN MATEO, CA, 94403-1719	9/30/2024
32	4770	2614 BRIDGE AVE ALBERT LEA, MN	Big Lots Stores-PNS, LLC	CARRINGTON CAPITAL LLC	C/O THE CARRINGTON COMPANY, 707 H STREET, EUREKA, CA, 95501	9/30/2024
33	4676	1702 OCEANSIDE BLVD OCEANSIDE, CA	Big Lots Stores-PNS, LLC	CASITAS OCEANSIDE THREE, LP	ATTN: RETAIL COUNSEL, 1775 HANCOCK ST., #200, SAN DIEGO, CA, 92110	9/30/2024
34	1755	231 CENTEREACH MALL CENTEREACH, NY	Big Lots Stores, LLC	CENTEREACH MALL ASSOCIATES 605, LLC.	C/O KIMCO REALTY CORPORATION, 500 NORTH BROADWAY, SUITE 201, PO BOX 9010, JERICHO, NY, 11753	9/30/2024
35	4520	1400 US ROUTE 302 BERLIN, VT	Big Lots Stores-PNS, LLC	CENTRAL VERMONT SHOPPING CENTER, LLC	69 COLLEGE STREET, P. O. BOX 6, BURLINGTON, VT, 05402-0006	9/30/2024
36	4721	400 MAIN ST DENNIS PORT, MA	Big Lots Stores-PNS, LLC	CGMA DENNIS PORT LLC	C/O CARPIONATO GROUP, 1414 ATWOOD AVENUE, JOHNSTON, RI, 2919	9/30/2024

#	Store #	Store Address	Debtor Entity	Landlord Entity	Landlord Address	Effective Rejection Date
37	4157	353 CARMEN DR CAMARILLO, CA	Big Lots Stores- PNS, LLC	CHUB ASSOCIATES	c/o Pacific West Asset Management Corp, PO Box 19068, Irvine, CA, 92623	9/30/2024
38	5457	3331 CORRIDOR MARKETPLACE LAUREL, MD	Big Lots Stores, LLC	CORRIDOR MARKET PLACE, LLC	C/O AJ & C GARFUNKEL, 400 MALL BLVD, STE M, SAVANNAH, GA, 31406	9/30/2024
39	1916	2720 COUNTRY CLUB BLVD STOCKTON, CA	Big Lots Stores, LLC	COUNTRY KHATON	ATTN: HARVEY RUDMAN, P.O. BOX 725, LAFAYETTE, CA, 94549	9/30/2024
40	4580	17307 SE 272ND ST. COVINGTON, WA	Big Lots Stores- PNS, LLC	COVINGTON GROUP, LLC	c/o: ASHTON DEVELOPMENT COMPANY, LLC, 1201 MONSTER ROAD S.W., SUITE 350, RENTON, WA, 98057	9/30/2024
41	929	9602 GEORGIA ST CROWN POINT, IN	INFDC, LLC	CRP/CHI MERRILLVILLE II OWNER, LLC	3889 MAPLE AVENUE, SUITE 300 DALLAS TX 75219	9/9/2024
42	4564	30501 AVENIDA DE LAS FLORES RANCHO SANTA MARGARITA, CA	Big Lots Stores- PNS, LLC	DANGOOD-RSM, LP	C/O SOUTHERN CALIFORNIA REAL ESTATE SERV, 15901 RED HILL AVE, SUITE 205, TUSTIN, CA, 92780	9/30/2024
43	5453	1016 PINE LOG RD AIKEN, SC	Big Lots Stores, LLC	DELTA SILVER, LLC	C/O THE DELTA INTERESTS, LLC, 2 BENNETT STREET, GREENVILLE, SC, 29602	9/30/2024
44	4582	2020 N 75th AVE STE 40 PHOENIX, AZ	Big Lots Stores- PNS, LLC	DESERT SKY ESPLANADE, LLC	C/O PROPERTY MANAGEMENT ADVISORS, INC, 1515 E. BETHANY HOME ROAD, SUITE 110, PHOENIX, AZ, 85014	9/30/2024
45	1612	5580 NW 167TH ST MIAMI LAKES, FL	Big Lots Stores, LLC	DORSAN DEVELOPMENTS LIMITED	C/O LEVY REALTY ADVISORS, INC., 4901 NW 17TH WAY, STE 103, FORT LAUDERDALE, FL, 33309	9/30/2024
46	1280	2000 AVONDALE DR STE E DURHAM, NC	Big Lots Stores, LLC	DURHAM PLAZA SHOPPING CENTER, LLC	550 7TH AVE FL 15, NEW YORK, NY, 10018- 3250	9/30/2024
47	4739	951 W PACHEGO BLVD LOS BANOS, CA	Big Lots Stores- PNS, LLC	ETHAN CONRAD	1300 NATIONAL DRIVE, SUITE 100, SACRAMENTO, CA, 95834	9/30/2024
48	4754	1085 BELLEVUE RD ATWATER, CA	Big Lots Stores- PNS, LLC	ETHAN CONRAD	1300 NATIONAL DR., STE 100, SACRAMENTO, CA, 95834	9/30/2024

#	Store #	Store Address	Debtor Entity	Landlord Entity	Landlord Address	Effective Rejection Date
49	4283	665 FAIRFIELD DR MERCED, CA	Big Lots Stores- PNS, LLC	ETHAN CONRAD PROPERTIES	1300 NATIONAL DRIVE STE 100, SACRAMENTO, CA, 95834-1981	9/30/2024
50	1918	8700 LA RIVIERA DR SACRAMENTO, CA	Big Lots Stores, LLC	ETHAN CONRAD PROPERTIES INC	1300 NATIONAL DR STE 100, SACRAMENTO, CA, 95834-1981	9/30/2024
51	4252	1670 W KATELLA AVE ANAHEIM, CA	Big Lots Stores- PNS, LLC	EUCLID SHOPPING CENTER LLC	508 WEST 30TH STREET, ATTN: LESLIE KERR, NEWPORT BEACH, CA, 92663-3714	9/30/2024
52	4588	565 ROHNERT PARK EXPRESSWAY ROHNERT PARK, CA	Big Lots Stores- PNS, LLC	EXPRESSWAY PARTNERS, LLC	C/O DOERKEN PROPERTIES, INC, 445 SOUTH DOUGLAS STREET, SUITE 100, EL SEGUNDO, CA, 90245	9/30/2024
53	4426	818 ALAMO DR VACAVILLE, CA	Big Lots Stores- PNS, LLC	FH ONE INC	1505 BRIDGEWAY STE 125, SAUSALITO, CA, 94965-1967	9/30/2024
54	4426 - Storage	818 ALAMO DR VACAVILLE, CA	Big Lots Stores- PNS, LLC	FH ONE INC	1505 BRIDGEWAY STE 125, SAUSALITO, CA, 94965-1967	9/30/2024
55	4012	1085 E MAIN ST EL CAJON, CA	Big Lots Stores- PNS, LLC	FIRST MAIN PARTNERS, LLC	445 SOUTH DOUGLAS STREET, SUITE 100, EL SEGUNDO, CA, 90245	9/30/2024
56	4515	2100B SE 164TH AVE STE E VANCOUVER, WA	Big Lots Stores- PNS, LLC	FISHER'S LANDING TENANTS-IN- COMMON	C/O HSP PROPERTIES, 915 W 11TH STREET, VANCOUVER, WA, 98660	9/30/2024
57	4081	61490 Imperial Hwy La Mirada, CA	Big Lots Stores- PNS, LLC	FRANCO PROPERTY MANAGEMENT	3961 S SEPULVEDA BOULEVARD Suite 202 Culver City, CA 90231	9/9/2024
58	5449	713 E BALTIMORE AVE CLIFTON HEIGHTS, PA	Big Lots Stores, LLC	GATOR CLIFTON PARTNERS, LTD.	ATTN: LISA LEVIN SAGER, 7850 NW 146TH ST, 3RD FLOOR, MIAMI LAKES, FL, 33016	9/30/2024
59	4635	340 SUMMIT DRIVE LOCKPORT, IL	Big Lots Stores- PNS, LLC	GATOR LOCKPORT LLC	7850 NW 146TH STREET 4TH FLOOR, MIAMI LAKES, FL, 33016-1564	9/30/2024
60	1102	3557 AMBASSADOR CAFFERY PKWY LAFAYETTE, LA	Big Lots Stores, LLC	GC AMBASSADOR ROW LLC	788 W SAM HOUSTON PARKWAY NORTH SUITE 206, C/O GULF COAST COMMERCIAL GROUP , HOUSTON, TX, 77024	9/30/2024

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61	1102	3557 AMBASSADOR CAFFERY PKWY LAFAYETTE, LA	Big Lots Stores, LLC	GC AMBASSADOR ROW LLC	3501 SW FAIRLAWN RD STE 200, TOPEKA, KS, 66614-3975	9/30/2024
62	5175	11989 REISTERSTOWN RD #A REISTERSTOWN, MD	Big Lots Stores, LLC	GGCAL RSC LLC	3904 BOSTON STREET STE 402, BALTIMORE, MD, 21224	9/30/2024
63	4717	360 E 10TH ST GILROY, CA	Big Lots Stores-PNS, LLC	GILROY VILLAGE SHOPPING CENTER LLC	1952 CAMDEN AVE STE 104, SAN JOSE, CA, 95124-2816	9/30/2024
64	5111	2136 E MARKLAND AVE. KOKOMO, IN	Big Lots Stores, LLC	HAUCK HOLDINGS ALEXANDRIA, LLC	C/O HAUCK HOLDINGS LTD, 4334 GLENDALE-MILFORD RD, CINCINNATI, OH, 45242-3706	9/30/2024
65	1250	1608 N LARKIN AVE CREST HILL, IL	Big Lots Stores, LLC	HBL CREST HILL LLC	C/O GS MANAGEMENT COMPANY, 5674 SONOMA DRIVE, PLEASANTON, CA, 94566	9/30/2024
66	4673	7233 W DEMPSTER ST NILES, IL	Big Lots Stores-PNS, LLC	H-C NILES DEVELOPERS L.L.C.	C/O NEXT PROPERTY MANAGEMENT, INC, 5215 OLD ORCHARD ROAD SUITE 880, SKOKIE, IL, 60077	9/30/2024
67	4590	230 E. BELL RD. PHOENIX, AZ	Big Lots Stores-PNS, LLC	HCL 3rd & Bell LLC	C/O HAAGEN COMPANY, 12302 EXPOSITION BLVD, LOS ANGELES, CA, 90064	9/30/2024
68	4648	3630 W. BASELINE RD. LAVEEN, AZ	Big Lots Stores-PNS, LLC	HH-LAVEEN, LLC	C/O HINKSON COMPANY, 5050 N. 40TH STREET SUITE 350, PHOENIX, AZ, 85018	9/30/2024
69	5136	201 WEST LINCOLN HWY EXTON, PA	Big Lots Stores, LLC	HIGHLAND MANAGEMENT COMPANY	ATTN: DAVID MARTIN, 310 YORKTOWN PLAZA, ELKINS PARK, PA, 19027	9/30/2024
70	5415	7743 SUDLEY RD MANASSAS, VA	Big Lots Stores, LLC	HONIGMAN LLP	ATTN: LOWELL D. SALESIAN, ESQ., 39400 WOODWARD AVE, SUITE 101, BLOOMFIELD HILLS, MI, 48304	9/16/2024
71	4238	499 W ORANGE SHOW RD SAN BERNARDINO, CA	Big Lots Stores-PNS, LLC	INTERNATIONAL HOLDINGS PROPERTY GROUP LLC	C/O A STREET PARTNERS, 15031 PARKWAY LOOP, STE A, TUSTIN, CA, 92780	9/30/2024

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72	5450	25191 CHAMBER OF COMMERCE DR BONITA SPRINGS, FL	Big Lots Stores, LLC	ISRAM PRADO, LLC	C/O ISRAM REALTY GROUP, 506 SOUTH DIXIE HIGHWAY, HALLANDALE, FL, 33009	9/30/2024
73	4521	1301 W MEEKER ST KENT, WA	Big Lots Stores-PNS, LLC	JBK VENTURES, LLC	C/O MJR DEVELOPMENT, 6725 116TH AVE. NE, SUITE 100, KIRKLAND, WA, 98033	9/30/2024
74	4054¹	1417 S BROADWAY SANTA MARIA, CA	Big Lots Stores-PNS, LLC	JEFFREY T. OBERMAN, ESQ.	LEVIN & OBERMAN, 361 N CANON DRIVE, BEVERLY HILLS, CA, 90210	9/30/2024
75	4266	1927 E 20TH ST CHICO, CA	Big Lots Stores-PNS, LLC	JENSEN F. CHENG AND JADE CHENG	C/O JENSEN AND JADE CHENG TRUST, PO BOX 20188, CASTRO VALLEY, CA, 94546	9/30/2024
76	4650	2815 CAPITAL MALL DRIVE SW OLYMPIA, WA	Big Lots Stores-PNS, LLC	JENSEN F. CHENG AND JADE CHENG	C/O JENSEN AND JADE CHENG TRUST, PO BOX 20188, CASTRO VALLEY, CA, 94546-8188	9/30/2024
77	4166	5587 SEPULVEDA BLVD CULVER CITY, CA	Big Lots Stores-PNS, LLC	JOFFE PROPERTIES LP	C/O HILLARY REINIS, 860 SPRUCE STREET, BERKELEY, CA, 94707	9/30/2024
78	4595	2025 LANCASTER DR. NE SALEM, OR	Big Lots Stores-PNS, LLC	KINTON LAND AND BISON LLC	18485 SW SCHOLLS FERRY RD, BEAVERTON, OR, 97007-8860	9/30/2024
79	4725	14907 4TH AVE SW BURIEN, WA	AVDC, LLC	KLP BURIEN TOWN PLAZA LLC	C/O INCITY PROPERTIES, 1421 34TH AVENUE, SUITE 300, SEATTLE, WA, 98112	9/30/2024
80	4047	6145 LAKE MURRAY BLVD LA MESA, CA	Big Lots Stores-PNS, LLC	LAKE MURRAY CENTER, LLC	C/O CEG MANAGEMENT, 3709 CONVOY ST, SAN DIEGO, CA, 92111	9/30/2024
81	4679	2020 GRAND RIVER AVE OKEMOS, MI	Big Lots Stores-PNS, LLC	LANSING MART ASSOCIATES, LLC	C/O GERSHENSON REALTY & INVESTMENT, LLC, 31500 NORTHWESTERN HWY, STE 100, FARMINGTON HILLS, MI, 48334	9/30/2024
82	4649	1617 NORTH MAIN STREET LOGAN, UT	Big Lots Stores-PNS, LLC	LARSEN LAND & DEVELOPMENT CO. LC	358 SOUTH PAINTBRUSH LANE, LOGAN, UT, 84321-6777	9/30/2024
83	4590	230 E. BELL RD. PHOENIX, AZ	Big Lots Stores-PNS, LLC	LAW OFFICES OF TRUDI J LESSER	ATTN: TRUDI J LESSER, ESQ, 400 CONTINENTAL BLVD, 6TH FLOOR, EL SEGUNDO, CA, 90245	9/30/2024

¹ As reflected on the record at the hearing in these cases on September 30, 2024, this lease may be re-added to this list, with a rejection date of September 30, 2024, if the relevant parties are unable to document an acceptable side agreement.

#	Store #	Store Address	Debtor Entity	Landlord Entity	Landlord Address	Effective Rejection Date
84	5170	4254 28TH ST. SE KENTWOOD, MI	Big Lots Stores, LLC	LOWELL D. SALESIN, ESQ.	HONIGMAN MILLER SCHWARTZ AND COHN LLP, 39400 WOODWARD AVE STE 101, BLOOMFIELD HILLS, MI, 48304	9/30/2024
85	4679	2020 GRAND RIVER AVE OKEMOS, MI	Big Lots Stores- PNS, LLC	LOWELL D. SALESIN, HONIGMAN MILLER SCHWARTZ AND COHN LLP	39400 WOODWARD AVENUE, SUITE 101, BLOOMFIELD HILLS, MI, 48304	9/30/2024
86	4581	3900 SISK ROAD MODESTO, CA	Big Lots Stores- PNS, LLC	MAPES RANCH INVESTMENTS, LLC	ATTN: BILL LYONS JR, 10555 MAZE BLVD, MODESTO, CA, 95358	9/30/2024
87	4261	1832 HILLSDALE AVE SAN JOSE, CA	Big Lots Stores- PNS, LLC	MARDESICH COMPANY CAMDEN, LLC	ATTN: CONNIE MARDESICH, 11208 STAUFFER LANE, CUPERTINO, CA, 95014	9/9/2024
88	4457	2681 N TRACY BLVD TRACY, CA	Big Lots Stores- PNS, LLC	MCCORDUCK PROPERTIES	1615 BONANZA ST STE 401, WALNUT CREEK, CA, 94596-4532	9/30/2024
89	4054	1417 S BROADWAY SANTA MARIA, CA	Big Lots Stores- PNS, LLC	MIDEB NOMINEES, INC. LEVIN&OBERMAN II	C/O DOWNTOWN MANAGEMENT CO., INC., 541 S SPRING ST., SUITE 204, LOS ANGELES, CA, 90013	9/30/2024
90	5106	56 TURNPIKE SQUARE MILFORD, CT	Big Lots Stores, LLC	MILFORD ASSOCIATES	d/b/a TURNPIKE SQUARE ASSOCIATES LP, 641 SHUNPIKE ROAD, CHATHAM, NJ, 7928	9/30/2024
91	4762	1500 OLIVER RD FAIRFIELD, CA	Big Lots Stores- PNS, LLC	MILLER STARR REGALIA	1331 N. CALIFORNIA BLVD., 5TH FL, ATTN: MICHAEL E DI GERONIMO, WALNUT CREEK, CA, 94596	9/30/2024
92	4115	6630 VALLEY HI DR SACRAMENTO, CA	Big Lots Stores- PNS, LLC	MMDD SACRAMENTO PROJECT	VALLEY HI SHOPPING CENTER, 1321 ECHO VALLEY DR, SAN JOSE, CA, 95120	9/30/2024
93	4154	2055 MENDOCINO AVE SANTA ROSA, CA	Big Lots Stores- PNS, LLC	NASUE LLC	C/O KIN PROPERTIES INC, 185 SPANISH RIVER BLVD., STE 100, BOCA RATON, FL, 33431	9/30/2024

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94	929	9602 GEORGIA ST CROWN POINT, IN	INFDC, LLC	NATIONAL DISTRIBUTION CENTERS, LLC	TRIAD1828 CENTRE, ATTN: CHIEF LEGAL OFFICER 2 COOPER ST, 10TH FLOOR, CAMDEN, NJ 08102	9/9/2024
95	5455	1937 WILSON RD NEWBERRY, SC	Big Lots Stores, LLC	NEWBERRY CENTER, LLC	C/O HUNTER GARRETT, 101 EAST WASHINGTON ST., STE 400, GREENVILLE, SC, 29601	9/30/2024
96	5305	5415 WASHINGTON AVE MOUNT PLEASANT, WI	Big Lots Stores, LLC	NH LAKEVILLE LLC	C/O METRO EQUITY MANAGEMENT, 7920 LAKEVILLE BLVD, LAKEVILLE, MN, 55044	9/30/2024
97	4749	1840 COUNTRYSIDE DR TURLOCK, CA	Big Lots Stores- PNS, LLC	NINE ISLAND 11, LLC	C/O THE VIEIRA COMPANY, 227 N. SANTA CREZ AVE., STE B, LOS GATOS, CA, 95030	9/30/2024
98	555	2236 SE FEDERAL HWY STUART, FL	Big Lots Stores, LLC	NOBLE MANAGEMENT COMPANY	4280 PROFESSIONAL CENTER DRIVE, SUITE 100, PALM BEACH GARDENS, FL, 33410-4280	9/16/2024
99	555	2236 SE FEDERAL HWY STUART, FL	Big Lots Stores, LLC	NOBLE MANAGEMENT COMPANY	4280 PROFESSIONAL CENTER DRIVE SUITE 100 PALM BEACH, FL 33410-4280	9/16/2024
100	4748	40 BOSTON POST RD WATERFORD, CT	Big Lots Stores- PNS, LLC	NOEL WATERFALL, LLC	C/O SRG 2 PARTNERS LLC, 237 MAMARONECK AVENUE, WHITE PLAINS, NY, 10605	9/30/2024

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1	4508	10220 N 90TH ST SCOTTSDALE, AZ	Big Lots Stores-PNS, LLC	NORMAN D SLOAN, ESQ	GIPSON HOFFMAN & PANCIONE, 1901 AVENUE OF THE STARS, STE 1100, LOS ANGELES, CA, 90067-6002	9/30/2024
2	1957	1551 SYCAMORE AVE HERCULES, CA	Big Lots Stores, LLC	NORTH FIRST STREET PROPERTIES	1122 WILLOW ST STE 200, SAN JOSE, CA, 95125-3103	9/30/2024
3	5267	N78W14511 APPLETON AVE MENOMONEE FALLS, WI	Big Lots Stores, LLC	NORTH POINTE CENTRE, LLP	C/O SCI REAL ESTATE, 5429 N. 118TH COURT, MILWAUKEE, WI, 53225	9/30/2024
4	4735	616 W JOHNSON ST FOND DU LAC, WI	Big Lots Stores-PNS, LLC	NS RETAIL HOLDINGS, LLC	C/O NETSTREIT MANAGEMENT OFFICE, 2021 MCKINNEY AVE., STE 1150, DALLAS, TX, 75201	9/30/2024
5	4276	3921 OAKWOOD BLVD HOLLYWOOD, FL	Big Lots Stores-PNS, LLC	OAKWOOD PLAZA LTD. PTSHIP	C/O KIMCO REALTY CORPORATION, 6060 PIEDMONT ROW DRIVE SOUTH, SUITE 200, CHARLOTTE, NC, 28287	9/30/2024
6	4276	3921 OAKWOOD BLVD HOLLYWOOD, FL	Big Lots Stores-PNS, LLC	OAKWOOD PLAZA LTD. PTSHIP	C/O KIMCO REALTY CORP-FL REGION, 500 NORTH BROADWAY, SUITE 201, PO BOX 9010, JERICHO, NY, 11753	9/30/2024
7	4276 - Storage	3921 OAKWOOD BLVD HOLLYWOOD, FL	Big Lots Stores-PNS, LLC	OAKWOOD PLAZA LTD. PTSHIP	C/O KIMCO REALTY CORP-FL REGION, 500 NORTH BROADWAY, SUITE 201, PO BOX 9010, JERICHO, NY, 11753	9/30/2024
8	4473	1211 OLIVE DR BAKERSFIELD, CA	Big Lots Stores-PNS, LLC	OLIVE TOWN CENTER LLC	1401 19TH ST STE 400, BAKERSFIELD, CA, 93301-4400	9/30/2024

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9	4688	4430 ONTARIO MILLS PKWY ONTARIO, CA	Big Lots Stores-PNS, LLC	ONTARIO GATEWAY SJT RETAIL	730 EL CAMINBO WAY STE 200, TUSTIN, CA, 92780-7733	9/30/2024
10	4656	2930 PROSPECT AVE HELENA, MT	Big Lots Stores-PNS, LLC	OPG 201, LLC	3200 W CLUBHOUSE DR STE 250, LEHI, UT, 84043-6347	9/16/2024
11	4715	4525 N ORACLE RD TUCSON, AZ	Big Lots Stores-PNS, LLC	ORION KCPM LLC	200 SOUTH BISCAYNE BLVD 7TH FLOOR, MIAMI, FL, 33131-2333	9/30/2024
12	4522	5710 196TH ST SW LYNNWOOD, WA	Big Lots Stores-PNS, LLC	PACIFIC RESOURCES ASSOCIATES LLC	15350 SW SEQUOIA PARKWAY, SUITE 300, PORTLAND, OR, 97224	9/30/2024
13	5169	34940 EMERALD COAST PKWY DESTIN, FL	Big Lots Stores, LLC	PARADISE ISLE DESTIN LLC	C/O STOLTZ MANAGEMENT OF DE, INC, 725 CONSHOHOCKEN STATE ROAD, BALA CYNWYD, PA, 19004-2122	9/30/2024
14	4051	740 N MAIN ST CORONA, CA	Big Lots Stores-PNS, LLC	PARKRIDGE MAIN LLC	C/O ARIZONA PARTNERS RETAIL INVESTMENT, 8300 NORTH HAYDEN ROAD, SUITE A 200, SCOTTSDALE, AZ, 85258	9/30/2024
15	4115	6630 VALLEY HI DR SACRAMENTO, CA	Big Lots Stores-PNS, LLC	PASAN LLC	C/O KIN PROPERTIES, TENANT #7029, 185 NW SPANISH RIVER BLVD., SUITE 100, BOCA RATON, FL, 33431-4230	9/30/2024
16	1585	21800 N SHANGRI LA DR UNIT 20 LEXINGTON PARK, MD	Big Lots Stores, LLC	PAX RIVER VILLAGE CENTER, LLC	C/O ARC MANAGEMENT LLC , 8150 LEESBURG PIKE, SUITE 1100, VIENNA , VA, 22182	9/30/2024
17	4393	3735 EL CAMINO REAL SANTA CLARA, CA	Big Lots Stores-PNS, LLC	PERO & ANKA MARGARETIC	355-A MAIN STREET, LOS ALTOS, CA, 94022	9/30/2024

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18	1987	47 FAIR LN PLACERVILLE, CA	Big Lots Stores, LLC	PETER P BOLLINGER INVESTMENT COMPANY	C/O INTER-CAL REAL ESTATE CORPORATION, 540 FULTON AVE, SACRAMENTO, CA, 95825	9/30/2024
19	1590	13051 ABERCORN ST SAVANNAH, GA	Big Lots Stores, LLC	PGP SAVANNAH OPERATIONS LLC	5105 PAULSEN ST STE 200A, SAVANNAH, GA, 31405-4602	9/30/2024
20	4193	6839 E MAIN ST MESA, AZ	Big Lots Stores-PNS, LLC	PHOENIX DOBSON LLC	141 N. BRISTOL AVE, LOS ANGELES, CA, 90049-2601	9/30/2024
21	1659	3426 KOHLER MEMORIAL DR SHEBOYGAN, WI	Big Lots Stores, LLC	PLANKVIEW GREEN DEVELOPMENT, LLC	W5073 COUNTY ROAD O, PLYMOUTH, WI, 53073-3600	9/30/2024
22	5147	1470 PLEASANT VALLEY ROAD MANCHESTER, CT	Big Lots Stores, LLC	PLAZA AT BUCKLAND HILLS, LLC	C/O WASHINGTON PRIME GROUP, 4900 E DUBLIN GRANVILLE RD, 4TH FLOOR, COLUMBUS, OH, 43081	9/30/2024
23	4513	8100 W CRESTLINE AVE UNIT B5 LITTLETON, CO	Big Lots Stores-PNS, LLC	PLAZA ON THE GREEN, LLC	C/O RRI MANAGEMENT SERVICES, 7800 S ELATI ST STE 330, LITTLETON, CO, 80120	9/30/2024
24	4644	1940 E. 1ST ST PORT ANGELES, WA	Big Lots Stores-PNS, LLC	PORT ANGELES PLAZA ASSOCIATES, LLC	C/O EILAT MANAGEMENT CO., 650 SOUTH ORCAS STREET SUITE 210, SEATTLE, WA, 98108	9/30/2024
25	4763	1009 N H ST, STE M LOMPOC, CA	Big Lots Stores-PNS, LLC	PS LOMPOC LLC	4500 PARK GRANADA, SUITE 202, CALABASAS, CA, 91302	9/30/2024

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26	4594	4484 LAS POSITAS ROAD LIVERMORE, CA	Big Lots Stores- PNS, LLC	PTR INVESTMENTS LLC	ATTN: PHONG LA, 5980 NEWPARK MALL RD., SUITE A, NEWARK, CA, 94560	9/30/2024
27	4594	4484 LAS POSITAS ROAD LIVERMORE, CA	Big Lots Stores- PNS, LLC	PTR INVESTMENTS LLC	33390 TRANSIT AVE., UNION CITY, CA, 94587	9/30/2024
28	1519	1761 E HALLANDALE BEACH BLVD HALLANDALE, FL	Big Lots Stores, LLC	R.K. HALLANDALE LP & 17070 COLLINS AVE SC, LTD	C/O RK CENTERS, 50 CABOT STREET, STE 200, NEEDHAM, MA, 02494-2844	9/30/2024
29	926	9141 OLD ROUTE 22 BETHEL, PA	PAFDC, LLC	RAR2 BETHEL INDUSTRIAL LLC	222 SOUTH RIVERSIDE PLAZA 26TH FL CHICAGO, IL 60606-5808	9/13/2024
30	5480	1841 J A COCHRAN BYP STE A CHESTER, SC	Big Lots Stores, LLC	REALTY INCOME PROPERTIES 16, LLC	C/O REALTY INCOME CORPORATION, 11995 EL CAMINO REAL, SAN DIEGO, CA, 92130	9/30/2024
31	4703	7370 N BLACKSTONE AVE FRESNO, CA	Big Lots Stores- PNS, LLC	REALTY INCOME PROPERTIES 23, LLC	C/O REALTY INCOME CORPORATION; ATTN: LEGAL DEPARTMENT, 11995 EL CAMINO REAL, SAN DIEGO, CA, 92130	9/30/2024
32	4705	370 NORTHRIDGE MALL SALINAS, CA	Big Lots Stores- PNS, LLC	REALTY INCOME PROPERTIES 23, LLC	C/O REALTY INCOME CORPORATION; ATTN: LEGAL DEPARTMENT, 11995 EL CAMINO REAL, SAN DIEGO, CA, 92130	9/30/2024
33	5459	1327 S BRUNDIDGE ST TROY, AL	Big Lots Stores, LLC	REALTY INCOME PROPERTIES 30, LLC	ATTN: MARISSA HODSDON, 11995 EL CAMINO REAL, SAN DIEGO, CA, 92130- 2539	9/30/2024

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34	4605	1030 NORTH MAIN STREET LAYTON, UT	Big Lots Stores-PNS, LLC	REAM'S FOOD STORES	8619 S HIGHLAND DR, SANDY, UT, 84093	9/30/2024
35	4667	2840 E MAIN ST., STE 109 MESA, AZ	Big Lots Stores-PNS, LLC	RED MOUNTAIN ASSET FUND I, LLC	C/O PROPERTY MANAGEMENT ADVISORS, INC, 1515 E. BETHANY HOME ROAD SUITE 125, PHOENIX, AZ, 85014	9/30/2024
36	4539	2240 EL CAMINO REAL ATASCADERO, CA	Big Lots Stores-PNS, LLC	RI-ATASCADERO, LLC	C/O READ MANAGEMENT, LLC, 2025 FOURTH STREET, BERKELEY, CA, 94710	9/30/2024
37	4539 - Storage	2240 EL CAMINO REAL ATASCADERO, CA	Big Lots Stores-PNS, LLC	RI-ATASCADERO, LLC	C/O READ MANAGEMENT, LLC, 2025 FOURTH STREET, BERKELEY, CA, 94710	9/30/2024
38	5477	339 SOUTH DR NATCHITOCHES, LA	Big Lots Stores, LLC	RIVER SOUTH COMMONS, LLC	319 SOUTH DRIVE, NATCHITOCHES, LA, 71457	9/30/2024
39	4484	1515 MARVIN RD NE LACEY, WA	Big Lots Stores-PNS, LLC	ROIC WASHINGTON, LLC	C/O RETAIL OPPORTUNITY INVESTMENTS CORP., 15600 NE 8TH ST., SUITE K-15, BELLEVUE, WA, 98008	9/30/2024
40	4758	1617 EGLIN ST RAPID CITY, SD	Big Lots Stores-PNS, LLC	RUSHMORE CROSSING ASSOCIATES, LLC	C/O FIDELIS REALTY PARTNERS, LTD., 4500 BISSENET STREET, SUITE 200, BELLAIRE, TX, 77401	9/30/2024
41	4311	2060 MONUMENT BLVD CONCORD, CA	Big Lots Stores-PNS, LLC	RUSSELL BRUZZONE	899 HOPE LN, LAFAYETTE, CA, 94549-5131	9/30/2024
42	4617	1321 WEST YOSEMITE AVE. MANTECA, CA	Big Lots Stores-PNS, LLC	RYBA REAL ESTATE, INC	C/O THE SUMMIT TEAM, 17165 NEWHOPE STREET SUITE H, FOUNTAIN VALLEY, CA, 92708	9/30/2024

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43	4707	14215 SE PETROVITSKY RD RENTON, WA	AVDC, LLC	SAFEWAY INC	C/O ALBERTSONS COMPANIES, 250 E. PARKCENTER BLVD, BOISE, ID, 83706	9/30/2024
44	4707	14215 SE PETROVITSKY RD RENTON, WA	AVDC, LLC	SAFEWAY INC.	11555 DUBLIN CANYON RD, ATTN: RE LAW (ABS #3112, RENTON, WA), PLEASANTON, CA, 94588	9/30/2024
45	4708	6727 EVERGREEN WAY EVERETT, WA	AVDC, LLC	SAFEWAY INC.	C/O ALBERTSONS CO., ATTN: R/E LAW, 250 E PARKCENTER BLVD, BOISE, ID, 83706	9/30/2024
46	4708	6727 EVERGREEN WAY EVERETT, WA	AVDC, LLC	SAFEWAY INC.	11555 DUBLIN CANYON ROAD, ATTN: RE LAW (ABS ST #478, EVERETT, WA), PLEASANTON, CA, 94588	9/30/2024
47	4508	10220 N 90TH ST SCOTTSDALE, AZ	Big Lots Stores- PNS, LLC	SCOTTSDALE FIESTA RETAIL CENTER, LLC	C/O CRESCENT COMMERCIAL REAL ESTATE, LLC, 3324 EAST RAY ROAD, #327, HIGLEY, AZ, 85236	9/30/2024
48	1881	4930 CHRISTY BLVD STE 2 SAINT LOUIS, MO	Big Lots Stores, LLC	SELECT-KINGS HIGHWAY LLC - ATTN: CINDY HATZISAVVAS	SELECT STRATEGIES-BROKERAGE, LLC- MIDWEST, 202 S. MAIN ST., SUITE J, GRAHAM, NC, 27253-3366	9/30/2024
49	1881	4930 CHRISTY BLVD STE 2 SAINT LOUIS, MO	Big Lots Stores, LLC	SELECT-KINGS HIGHWAY LLC - ATTN: LEASE ADMIN	C/O SELECT STRATEGIES - BROKERAGE, LLC, 400 TECHNE CENTER DR., STE 320, MILFORD, OH, 45150-3710	9/30/2024
50	4446	225 ORCHARD PLZ UKIAH, CA	Big Lots Stores- PNS, LLC	SHAMI ENTERPRISES LLC	3647 RUTHERFORD WAY, SANTA ROSA, CA, 95404-7670	9/30/2024

#	Store #	Store Address	Debtor Entity	Landlord Entity	Landlord Address	Effective Rejection Date
51	4695	6207 S WESTNEDGE AVE PORTAGE, MI	Big Lots Stores- PNS, LLC	SHOPPES GREENWOOD, LLC	C/O BEHZAD TABRIZI, 8611 GYPSY HILL TRL, RENO, NV, 89523-3878	9/30/2024
52	4724	4835 E RAY RD PHOENIX, AZ	Big Lots Stores- PNS, LLC	SITE CENTERS CORP.	3300 ENTERPRISE PARKWAY, ATTN: GENERAL COUNSEL, BEACHWOOD, OH, 44122	9/30/2024
53	4733	912 COUNTY LINE RD DELANO, CA	Big Lots Stores- PNS, LLC	SOUTH STAR INVESTMENTS LLC	237 ACADEMY AVE, SANGER, CA, 93657- 2128	9/30/2024
54	4507	2330 W BETHANY HOME RD PHOENIX, AZ	Big Lots Stores- PNS, LLC	SOUTHWESTERN INVESTMENTS, LLC	C/O WILSON PROPERTY SERVICES, INC., 8120 E CACTUS RD STE 300, SCOTTSDALE, AZ, 85260-5261	9/30/2024
55	4081	61490 Imperial Hwy La Mirada, CA	Big Lots Stores- PNS, LLC	SPIRIT HALLOWEEN SUPERSTORES, LLC	6826 BLACK HORSE PIKE, EGG HARBOR TOWNSHIP, NJ 08234	9/9/2024
56	4767²	1690 S MAIN ST WEST BEND, WI	Big Lots Stores- PNS, LLC	SPIRIT REALTY LP	C/O SPIRIT REALTY CAPITAL INC, 2727 N HARWOOD ST. STE 300, DALLAS, TX, 75201	9/30/2024
57	1066	1417 N BELT HWY SAINT JOSEPH, MO	Big Lots Stores, LLC	ST. JOSEPH NORTHGATE LLC	C/O CHASE PROPERTIES, LTD., 3333 RICHMOND ROAD, SUITE 320, BEACHWOOD, OH, 44122	9/30/2024

² As reflected on the record at the hearing in these cases on September 30, 2024, this lease may be re-added to this list, with a rejection date of September 30, 2024, if the relevant parties are unable to document an acceptable side agreement.

#	Store #	Store Address	Debtor Entity	Landlord Entity	Landlord Address	Effective Rejection Date
58	4244	2621 FASHION PL BAKERSFIELD, CA	Big Lots Stores- PNS, LLC	SUNNYHILLS ASSOCIATES	C/O COATES & SOWARDS, INC., 1952 CAMDEN AVE, SAN JOSE, CA, 95124-2816	9/30/2024
59	4244 - Storage	2621 FASHION PL BAKERSFIELD, CA	Big Lots Stores- PNS, LLC	SUNNYHILLS ASSOCIATES	C/O COATES & SOWARDS, INC., 1952 CAMDEN AVE, SAN JOSE, CA, 95124-2816	9/30/2024
60	4122	2525 S MOONEY BLVD VISALIA, CA	Big Lots Stores- PNS, LLC	SUSAN P. FRENCH REVOCABLE TRUST	C/O WELLS FARGO BANK, N.A., 8405 N. FRESNO STREET, SUITE 210, FRESNO, CA, 93720	9/30/2024
61	5102	1440 NE 23RD ST POMPANO BEACH, FL	Big Lots Stores, LLC	SVAP POMPANO CITI CENTRE, L.P.	ATTN: GREG MOROSS, 302 DATURA STREET, SUITE 100, WEST PALM BEACH, FL, 33401	9/30/2024
62	5329	13637 WASHINGTON ST KANSAS CITY, MO	Big Lots Stores, LLC	SV-STATE LINE, LLC	C/O GABE TOVAR, 4741 CENTRAL STREET, SUITE 195, KANSAS CITY, MO, 64112	9/30/2024
63	4681	1414 72ND ST TACOMA, WA	AVDC, LLC	TAHOMA VISTA VENTURE LLC	2940 FARVIEW AVENUE E, SEATTLE, WA, 98102-3016	9/30/2024
64	4625	4727 EAST BELL RD. PHOENIX, AZ	Big Lots Stores- PNS, LLC	TATUM VENTURE, LLC, DBA TATUM VENTURE ARIZONA LLC	C/O WEST VALLEY PROPERTIES, INC, 2929 E. CAMELBACK ROAD, SUITE 124, PHOENIX, AZ, 85016	9/30/2024
65	4386	2238 N BELLFLOWER BLVD LONG BEACH, CA	Big Lots Stores- PNS, LLC	THE NORTH LOS ALTOS SHOPPING CENTER	C/O DOWNTOWN MANAGEMENT CO. INC, 541 S SPRING ST., SUITE 204, Los Angeles, CA, 90013	9/30/2024
66	5463	687 MAIN ST THOMSON, GA	Big Lots Stores, LLC	THOMSON PLAZA SHOPPING CENTER, LLC	C/O GARRETT & GARRETT, P.O. BOX 36, FOUNTAIN INN, SC, 29644	9/30/2024

#	Store #	Store Address	Debtor Entity	Landlord Entity	Landlord Address	Effective Rejection Date
67	4768	111 RANCH DR MILPITAS, CA	Big Lots Stores-PNS, LLC	TMS MCCARTHY LP	20211 PATIO DR., STE 145, CASTRO VALLEY, CA, 94546	9/30/2024
68	1938	27411 YNEZ RD TEMECULA, CA	Big Lots Stores, LLC	TOWER PLAZA, INC	C/O AERO MANAGEMENT, 3435 WILSHIRE BLVD, SUITE 2755, LOS ANGELES, CA, 90010-1901	9/30/2024
69	4764	751 UPPER GLEN ST, STE 2 QUEENSBURY, NY	Big Lots Stores-PNS, LLC	UPPER GLEN STREET ASSOCIATES, LLC	C/O NIGRO COMPANIES, 20 CORPORATE WOODS BLVD., ALBANY, NY, 12211	9/30/2024
70	4692	1650 BIRCHWOOD AVE BELLINGHAM, WA	AVDC, LLC	VALUE INVESTMENT GROUP INC	8012 SOUTH TACOMA WAY STE 28, LAKEWOOD, WA, 98499-4594	9/30/2024
71	1678	11230 S ORANGE BLOSSOM TRL ORLANDO, FL	Big Lots Stores, LLC	WATERBRIDGE ORANGE BLOSSOM, LLC	C/O STILES PROPERTY MANAGEMENT , 1900 SUMMIT TOWER BLVD., SUITE 240, ORLANDO, FL, 32810	9/30/2024
72	5394	21697 STATE ROAD 7 BOCA RATON, FL	Big Lots Stores, LLC	WEST BOCA CENTER LLC	C/O SOUTHERN MANAGEMENT AND DEVELOPMENT LP, 2300 NW CORPORATE BLVD, STE 135, BOCA RATON, FL, 33431	9/30/2024
73	4625	4727 EAST BELL RD. PHOENIX, AZ	Big Lots Stores-PNS, LLC	WEST VALLEY PROPERTIES, INC	ATTN: PROPERTY MANAGER, 280 SECOND STREET SUITE 230, LOS ALTOS, CA, 94022	9/30/2024
74	4748	40 BOSTON POST RD WATERFORD, CT	Big Lots Stores-PNS, LLC	WESTERMAN BALL EDERER MILLER	ZUCKER & SHARFSTEIN, LLP, 1201 RXR PLAZA, UNIONDALE, NY, 11556	9/30/2024
75	5431	1189 SIMI TOWN CENTER WAY SIMI VALLEY, CA	Big Lots Stores, LLC	Y&C LONG BEACH	PO BOX 69344, WEST HOLLYWOOD, CA, 90069	9/30/2024

#	Store #	Store Address	Debtor Entity	Landlord Entity	Landlord Address	Effective Rejection Date
76	4660	2000 14TH AVE SE ALBANY, OR	Big Lots Stores- PNS, LLC	YEE HOP REALTY, LIMITED	P.O. BOX 1759, HONOLULU, HI, 96806	9/30/2024
77	4660	2000 14TH AVE SE ALBANY, OR	Big Lots Stores- PNS, LLC	YEE HOP REALTY, LIMITED	ATTN: STEVEN MICHAEL CHUN, 135 N. KING STREET, HONOLULU, HI, 96817	9/30/2024
78	4660	2000 14TH AVE SE ALBANY, OR	Big Lots Stores- PNS, LLC	YEE HOP REALTY, LIMITED ATTN:JOHN BENAZZI	C/O DAVIS WRIGHT TREMAINE LLP, 1300 SW FIFTH AVE., SUITE 2400, PORTLAND, OR, 97201	9/30/2024
79	4433	5555 ZUNI RD SE Albuquerque, NM	Big Lots Stores- PNS, LLC	ZUNI ALBUQUERQUE 2005	550 HOWE AVE, SUITE 100 Sacramento, CA 95825	9/9/2024

Exhibit 2

Form of Rejection Notice

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

BIG LOTS, INC., *et al.*,

Debtors.¹

Chapter 11

Case No. 24-11967 (JKS)

(Jointly Administered)

Re: Docket No. ____

**[NUMBER] NOTICE OF REJECTION OF CERTAIN EXECUTORY CONTRACTS
AND/OR UNEXPIRED LEASES (AND THE ABANDONMENT OF PROPERTY)**

**PARTIES RECEIVING THIS NOTICE SHOULD CHECK SCHEDULE 1
ATTACHED HERETO FOR THEIR NAMES AND THEIR CONTRACTS
OR LEASES AND READ THE CONTENTS OF THIS NOTICE
CAREFULLY.**

PLEASE TAKE NOTICE that, on September 9, 2024, the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code in the United States Bankruptcy Court for the District of Delaware (the “**Court**”). The Debtors’ chapter 11 cases are being jointly administered under the lead case *In re Big Lots, Inc.*, No. 24-11967 (JKS).

PLEASE TAKE FURTHER NOTICE that, on [•], 2024 the Court entered the *Order (I) Authorizing Debtors to Reject Certain Unexpired Leases of Nonresidential Real Property and (II) Authorizing and Establishing Procedures to Reject Executory Contracts And Unexpired Leases* [D.I. [•]] (the “**Rejection Procedures Order**”)² that, among other things, authorized and

¹ The debtors and debtors in possession in these chapter 11 cases, along with the last four digits of their respective employer identification numbers, are as follows: Great Basin, LLC (6158); Big Lots, Inc. (9097); Big Lots Management, LLC (7948); Consolidated Property Holdings, LLC (0984); Broyhill LLC (7868); Big Lots Stores - PNS, LLC (5262); Big Lots Stores, LLC (6811); BLBO Tenant, LLC (0552); Big Lots Stores - CSR, LLC (6182); CSC Distribution LLC (8785); Closeout Distribution, LLC (0309); Durant DC, LLC (2033); AVDC, LLC (3400); GAFDC LLC (8673); PAFDC LLC (2377); WAFDC, LLC (6163); INFDC, LLC (2820); Big Lots eCommerce LLC (9612); and Big Lots F&S, LLC (3277). The address of the debtors’ corporate headquarters is 4900 E. Dublin-Granville Road, Columbus, OH 43081.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Order or the Motion, as applicable. A copy of the Motion and additional information about the Chapter 11 Cases can be accessed on the Debtors’ case information website located at <https://www.cases.ra.kroll.com/BigLots>. If you have any questions, please contact, Kroll Restructuring Administration LLC, the Debtors’ claims and noticing agent, at 844.217.1398 (US and Canada Toll-Free) or 646.809.2073 (Outside the US and Canada). Kroll Restructuring Administration LLC cannot provide legal advice.

established procedures for the rejection of Contracts and Leases and the abandonment of certain property in connection therewith (the “**Rejection Procedures**”).

PLEASE TAKE FURTHER NOTICE that, pursuant to the Rejection Procedures Order and this written notice (this “**Rejection Notice**”), the Debtors hereby notify you that they have determined, in the exercise of their sound business judgment, that each Contract or Lease set forth on **Schedule 1** attached hereto shall be deemed rejected effective as of the date (the “**Rejection Date**”) set forth therein or such other date as the Debtors and the applicable Counterparty agree.

PLEASE TAKE FURTHER NOTICE that, the Debtors hereby notify you of their intent to abandon certain personal property, furniture, fixtures and equipment that may be located on the leased premises subject to a rejected Contract or Lease (any such property, the “**Abandoned Property**”), which Abandoned Property is generally described in **Schedule 1** attached hereto:

PLEASE TAKE FURTHER NOTICE that parties seeking to object to the proposed rejection of any of the Contracts or Leases on **Schedule 1** attached hereto, or the proposed abandonment of property in connection therewith, must file and serve a written objection (a “**Rejection Objection**”) so that such Rejection Objection is filed with the Court on the docket of the Chapter 11 Cases and that the following parties actually receive such objection no later than 4:00 p.m. (prevailing Eastern Time) on [•] (the “**Rejection Objection Deadline**”): (a) the U.S. Trustee, 844 N. King Street, Wilmington, DE 19801, Attn: Linda Casey; (b) [proposed] counsel to the Debtors, (i) Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, NY 10017, Attn: Brian M. Resnick, Adam L. Shpeen, Stephen D. Piraino and Ethan Stern (notice.biglots@davispolk.com) and (ii) Morris, Nichols, Arsht & Tunnell LLP, 1201 N. Market Street, 16th Floor, Wilmington, DE 19801, Attn: Robert J. Dehney, Sr., Andrew R. Remming, Daniel B. Butz, Tamara K. Mann, and Casey B. Sawyer, (biglots.mnat@morrisnichols.com); (c) (A) Cole Schotz P.C., 500 Delaware Avenue, Suite 1410, Wilmington, DE 19801, Attn: Justin R. Alberto, Esq. (jalberto@coleschotz.com), Stacy L. Newman, Esq. (snewman@coleschotz.com) and Sarah Carnes Esq. (scarnes@colescholtz.com) and (B) McDermott Will & Emery, One Vanderbilt Avenue, New York, NY, 10017, Attn: Darren Azman (dazman@mwe.com) and Kristin K. Going (kgoing@mwe.com), proposed co-counsel to the official committee appointed in these Chapter 11 Cases; and (d) if the objecting party is not the affected Counterparty to such Contract or Lease, the affected Counterparty to such Contract or Lease (the “**Objection Service Parties**”). Please note that the Rejection Objection Deadline may be extended with respect to a particular Contract or Lease by the Debtors upon written notice to the applicable Counterparty (email being sufficient).

PLEASE TAKE FURTHER NOTICE that each Rejection Objection must (a) be in writing and in English (b) comply with the Bankruptcy Code, Bankruptcy Rules, and Local Rules, and (c) state, with specificity, the legal and factual bases thereof.

PLEASE TAKE FURTHER NOTICE that, absent the proper and timely filing and service of a Rejection Objection, the Debtors shall submit a proposed order, substantially in the form attached hereto as **Schedule 2** (the “**Rejection Order**”), authorizing the rejection of any such Contract(s) or Lease(s) listed on **Schedule 1** effective as of the Rejection Date (or such other date to which the Debtors and the applicable rejection Counterparty agree or as ordered by the Court)

and file such proposed Rejection Order with the Court under a certificate of counsel following the expiration of the Rejection Objection Deadline.

PLEASE TAKE FURTHER NOTICE that, if a Rejection Objection is properly and timely filed and served and not withdrawn or resolved, the Debtors shall file with the Court a notice for a hearing to consider the Rejection Objection. If such Rejection Objection is overruled or withdrawn, such Contract or Lease (and any abandonment of personal property in connection therewith) shall be treated as set forth in the immediately preceding paragraph, unless otherwise agreed by the affected parties or as ordered by the Court.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Order, absent a further order of the Court or written agreement from the Debtors (email being sufficient), all Counterparties are prohibited from setting off, recouping, or otherwise utilizing any monies deposited by the Debtors with such Counterparty as a security deposit.

PLEASE TAKE FURTHER NOTICE that, to the extent you wish to assert a claim with respect to the rejection of your Contract or Lease, you must do so by the later of (a) the deadline for filing proofs of claim established in the Chapter 11 Cases, or (b) 35 days after the date of entry of the applicable Rejection Order. IF YOU FAIL TO TIMELY SUBMIT A PROOF OF CLAIM IN THE APPROPRIATE FORM BY THE DEADLINE SET FORTH HEREIN, YOU MAY BE FOREVER BARRED, ESTOPPED, AND ENJOINED FROM (X) ASSERTING SUCH CLAIM AGAINST ANY OF THE DEBTORS OR THEREAFTER FILING A PROOF OF CLAIM WITH RESPECT THERETO IN THE CHAPTER 11 CASES, (Y) BEING TREATED AS A CREDITOR OF THE DEBTORS FOR THE PURPOSE OF VOTING ON ANY CHAPTER 11 PLAN IN THE CHAPTER 11 CASES ON ACCOUNT OF SUCH CLAIM, AND (Z) RECEIVING OR BEING ENTITLED TO RECEIVE ANY PAYMENT OR DISTRIBUTION OF PROPERTY FROM THE DEBTORS OR THEIR SUCCESSORS OR ASSIGNS WITH RESPECT TO SUCH CLAIM IN THE CHAPTER 11 CASES.

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Dated: [●] 2024
Wilmington, Delaware

MORRIS, NICHOLS, ARSHT & TUNNELL LLP

/s/ [Draft]

Robert J. Dehney, Sr. (No. 3578)
Andrew R. Remming (No. 5120)
Tamara K. Mann (No. 5643)
Sophie Rogers Churchill (No. 6905)
Casey B. Sawyer (No. 7260)
1201 N. Market Street, 16th Floor
Wilmington, DE 19801
Tel: (302) 658-9200
rdehney@morrisnichols.com
aremming@morrisnichols.com
tmann@morrisnichols.com
srchurchill@morrisnichols.com
csawyer@morrisnichols.com

-and-

DAVIS POLK & WARDWELL LLP

Brian M. Resnick ([admitted] *pro hac vice*)
Adam L. Shpeen ([admitted] *pro hac vice*)
Stephen D. Piraino ([admitted] *pro hac vice*)
Ethan Stern ([admitted] *pro hac vice*)
450 Lexington Avenue
New York, NY 10017
Tel.: (212) 450-4000
brian.resnick@davispolk.com
adam.shpeen@davispolk.com
stephen.piraino@davispolk.com
ethan.stern@davispolk.com

Counsel to the Debtors and Debtors in Possession

Schedule 1

Schedule of Rejected Contracts and Leases

Schedule 2

Proposed Rejection Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

BIG LOTS, INC., *et al.*,

Debtors.¹

Chapter 11

Case No. 24-11967 (JKS)

(Jointly Administered)

Re: Docket No. ____

**ORDER (I) AUTHORIZING THE DEBTORS TO (A) REJECT CERTAIN UNEXPIRED
LEASES EFFECTIVE AS OF [•] AND (B) ABANDON CERTAIN PERSONAL
PROPERTY AND (II) GRANTING RELATED RELIEF**

Upon the motion (the “**Motion**”)² of the above-captioned debtors and debtors in possession (the “**Debtors**”) for entry of an order: (a) authorizing the rejection of the Initial Leases, (b) authorizing and establishing the Rejection Procedures for (i) rejecting Contracts and Leases and (ii) abandoning personal property in connection with any rejected Contract or Lease, (c) authorizing and approving the Rejection Notice to affected Counterparties and (d) granting related relief, all as more fully set forth in the Motion; and the order of this Court approving the Motion on a final basis [Docket. No. [•]]; and the filing of the notice of rejection (the “Rejection Notice”) by the Debtors [Docket. No. [•]]; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order of Reference of the

¹ The debtors and debtors in possession in these chapter 11 cases, along with the last four digits of their respective employer identification numbers, are as follows: Great Basin, LLC (6158); Big Lots, Inc. (9097); Big Lots Management, LLC (7948); Consolidated Property Holdings, LLC (0984); Broyhill LLC (7868); Big Lots Stores - PNS, LLC (5262); Big Lots Stores, LLC (6811); BLBO Tenant, LLC (0552); Big Lots Stores - CSR, LLC (6182); CSC Distribution LLC (8785); Closeout Distribution, LLC (0309); Durant DC, LLC (2033); AVDC, LLC (3400); GAFDC LLC (8673); PAFDC LLC (2377); WAFDC, LLC (6163); INFDC, LLC (2820); Big Lots eCommerce LLC (9612); and Big Lots F&S, LLC (3277). The address of the debtors’ corporate headquarters is 4900 E. Dublin-Granville Road, Columbus, OH 43081.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that this Court may enter an order consistent with Article III of the United States Constitution; and this Court having found that venue in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the notice of the Rejection Notice and of the opportunity to be heard at the hearing thereon were appropriate under the circumstances and that no other notice need be provided, except as set forth herein; and this Court having reviewed the Rejection Notice, and having heard the statements and argument in support of the relief requested at a hearing, if any, before this Court (the “**Hearing**”); and this Court having determined that the legal and factual bases set forth in the Rejection Notice and at any Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is **HEREBY ORDERED THAT**:

1. The Contract and Leases listed on Schedule 1 attached hereto are hereby rejected as of [•] (the “Rejection Date”).
2. The Debtors are authorized, but not directed, to abandon any abandoned property described on Schedule 1 attached hereto, and any abandoned property of the Debtors remaining in any leased premises after the Rejection Date shall be deemed abandoned as of the Rejection Date.
3. All applicable landlords or their designees shall be authorized to use or dispose of any abandoned property without notice or liability to any Debtor or consenting non-Debtor third party and without further order of the Court, and, to the extent applicable, the automatic stay is modified to allow such disposition.

4. Nothing herein shall prejudice the rights of the Debtors to argue that any of the Contracts or Leases were terminated prior to the Rejection Date; that any claim for damages arising from the rejection of any Contract is limited to the remedies available under the termination provision of such Contract; or that any such claim is an obligation of a third party and not that of the Debtors or their estates.

5. Nothing in this Order shall be deemed or construed as an approval of an assumption of any lease, sublease, or contract pursuant to section 365 of the Bankruptcy Code.

6. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (i) an admission as to the amount of, basis for, or validity of any claim against the Debtors; (ii) a waiver of the Debtors' or any other party's right to dispute any claim; (iii) a promise or requirement to pay any particular claim; (iv) an admission that any particular claim is of a type described in the Motion; (v) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; or (vi) a waiver of any claims or causes of action which may exist against any entity under the Bankruptcy Code or any other applicable law.

7. Notice of the Rejection Notice is deemed good and sufficient notice of the relief requested therein.

8. Notwithstanding Bankruptcy Rule 6004(h), this Order shall be effective and enforceable immediately upon its entry.

9. The Debtors are authorized to take all actions that are necessary and appropriate to effectuate the relief granted in this Order.

10. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Schedule 1

Schedule of Rejected Contracts and Leases